7.2 ADITI-Clients Contracts

*This contract is signed between ADITI as Certification Body and clients, who request certifica­tion. The "client" is normally defined as the entity, whose name is written on the certificate ("Cer­tificate Holder"). In case of organic certification: If the certificate holder engages a Service Provider and/or Facility Provider (through rental or lease of farms, factories, warehouses, etc.) as per applicable standard, the terms of this contract shall equally apply to and bind the engaged Service/Facility Provider.*

**Between (Certification Body): And (Client):**

|  |  |  |
| --- | --- | --- |
| **ADITI Organic Certifications Pvt. Ltd.**  No. 38 , 1st & 3rd Floor , 20th main Road  Rajaji Nagar 1st Block  Bengaluru -560 010  Karnataka State, India | **Name of the license holder:**  **Name of the legal representative:**  **Name of the authorized signatory:**  **(Authorisation letter required)**  **Postal Address:**  **Mobile No****: Email:** | |
| 1. **Schemes Opted:**   NPOP, Government of India  National Organic Standard (NOP, USDA)  Canadian Organic Standards / COR, Canada  EU Regulations 2018/848 | Bio Suisse Inspections  Fair TSA  Naturland  PGS  Others-mention: | **Type/Category of Activity:** |
| 1. Contents of the Contract 2. The client commissions ADITI Organic Certifications Pvt. Ltd. (hereafter known as ADITI) to conduct the inspection in accordance with the standard(s) selected under section 1). Most standards require yearly inspections. 3. In addition, unannounced or more detailed inspections shall be carried out at irregular intervals or in response to concerns regarding possible violations of the respective standards. 4. As established by the Bio Suisse standard, ADITI will perform on-site inspections of Clients. Certification issuance is by ICBAG. | | |
| 1. The client is obliged: 2. To allow information disclosure by former certification bodies if the operation had previously been certified. 3. To always comply with the requirements of the respective standard(s) as indicated above. 4. To Maintain records and relevant supporting documents concerning the inputs, production, preparation, and handling of crops, livestock and organic products that are or are intended to be sold, labeled, or otherwise represented as organic for a minimum of 5 years. 5. To assist with inspection procedures. In particular, the client shall provide appropriate information and grant authorized ADITI inspectors/Regulatory bodies access to the fields, storage facilities, processing plants, and all relevant documents. The client's employees may be interviewed at any time by the inspection personnel. The client consents to samples being taken by ADITI or by a third party subcontracted by ADITI. 6. To inform ADITI immediately of any planned changes to the production system that could affect product conformity to the relevant standard(s) (e.g. change of fields, production units, recipes) and not market the product under the respective label before receiving ADITI's approval. 7. To reproduce copies of certification documents in their entirety or as specified in the certification scheme, if provided to others. 8. To notify ADITI immediately of any application of prohibited substances in any part of the operation, including pesticide drift and other contamination. 9. Not to switch in and out of the organic certification system. 10. To use the certification, certification marks, and ADITI logo (e.g. in advertising or information material) exclusively for the purpose of affirming that the thus labelled products conform to the relevant standard(s) and for the activities mentioned on the certificate, avoiding misleading use of the certification. 11. To not use the product certification in any way that would discredit ADITI. 12. To cease immediately all use of the certification in advertising or labelling upon suspension, cancellation/termination, or withdrawal of the certification, and to return all certificates to ADITI when requested. 13. To inform buyers in writing about products that don’t comply with the requirements of the standards and ensure that any indication of conformity to the standard is removed from products not being any longer in compliance. 14. To record and disclose to ADITI any complaints/appeals/claims/positive analysis of samples tested, by third parties relating to conformity of the products to the relevant standards. Records must be kept of the respective corrective actions. Clients shall also allow ADITI to disclose this information to the respective Accreditation bodies. 15. To reveal beforehand to us the identity of any other company for which it intends to manufacture products under license, and thus as a result can use the certifier's mark (name and logo) on the label of the products that it intends to market under its own brand name even though it does not hold a compliance certificate for those products. 16. To submit, when requested by the control authority or control body, the results of its own quality assurance programs. 17. To inform immediately the control authority or control body in the event of withdrawal from organic production. 18. In the event that the subcontractors of the operators or of groups of operators are subject to controls by different control authorities or control bodies, to accept the exchange of information among those control authorities or control bodies. 19. To accept the enforcement of the corrective measures established by the control authority or control body in the event of non-compliance. 20. The operator shall ensure transparent disclosure of details related to registered and certified units, clearly displayed on the notice board at the operator’s office, in compliance with applicable public information requirements. | | |
| 1. ADITI is obliged: 2. To carry out the inspection in a timely manner (normally within one month after having received the appli­cation and the prepayment). 3. To inform the client in a timely manner (normally not longer than one month) about the results of the inspection, i.e. either send the client the certificate or inform the client about the requirements that have yet to be fulfilled before the certificate can be issued. This time frame begins with the submission of all necessary information and documents as well as the payment of the final invoice by the client. 4. To inform the client in a timely manner about all relevant modifications of standards or of ADITI's procedures and policies. 5. To react immediately and adequately on any complaint by the client, according to the procedures established by the respective standard and/or by the ADITI quality manual. 6. Aditi and any group within its control or personnel employed or contracted, in an organization within its control shall not offer or provide training on the aspects that it certifies. 7. Aditi will send no more than 3 reminders on renewing the operator's scope certificate before 3 months from the date of expiry, and if Aditi does not receive a reply, then Aditi will be terminating the operator's contract there on. | | |
| 1. Fees 2. The offer presented by ADITI and accepted by the client is part of this contract. 3. The offer is valid for a period of at least one year. If applicable, ADITI will inform the client of any fee in­creases at least one month before the expiration of the contract. The contracting parties will come to a consensus on changes of the fees. 4. ADITI will charge 2% interest, if any delays in making payments (Grace period – 15 days from date of invoice) 5. After the operator makes the payment for certification post signing the contract and a later stage decides to withdraw their application for certification of their own accord, Aditi will not be able to make any reimbursement of the fee spent by the operator on certification. | | |
| 1. Sanctions   The relevant Sanction Catalogue(s) updated on ADITI website, is/are part of this contract. In the event of deviations, or violations to the standard(s), ADITI is entitled to impose the indicated sanctions, including a cancellation of the cer­tificate. | | |
| 1. Length of service   The contract is valid for five years. From: To:   1. Notification of cancellation of the contract can be made by either party and must be made in writing at least three months prior to the end of the year or three months prior to the end of the certification period. 2. ADITI is not responsible for delays of service due to acts of God or due to events outside its control, even if target dates had been guaranteed. Such events also authorize ADITI to completely or partially withdraw from the contract, whereby the client does not gain the right to sue for damages for non-perform­ance. If the obstruction lasts longer than 12 weeks, the client is authorized to withdraw from not yet fulfilled portion of this contract after a reasonable extension. Claims for damages are excluded. | | |
| 1. Liability 2. Defects that have been caused by ADITI will be remedied as soon as possible. 3. If ADITI is not able to do so, the client is authorized, after consultation with ADITI, to reduce the agreed upon fees. 4. Unless otherwise noted below, further claims by the client are excluded regardless of the legal grounds. ADITI is not liable for any lost profits or other financial losses. ADITI is not liable for any consequential harm caused by errors in the analyses of the laboratories contracted by us. Obligatory compensation for any other damages caused by ADITI is limited to the indemnification cov­ered by its liability insurance. 5. ADITI is neither able nor allowed to guarantee a market for the certified products. 6. ADITI has no liability for product quality. | | |
| 1. Right to ter­minate the contract 2. Both parties may terminate the contract immediately in cases of extraordinary circumstances. 3. For ADITI, extraordinary circumstances justifying termination of the contract include payment that is more than 1 month overdue, or refusal of the client to cooperate during inspections or any obligations which are met(section3) even after notifications on non-addressal. 4. For the client, extraordinary circumstances include ADITI not meeting its obligations (Section 4). | | |
| 1. Confidentiality and impartiality obligations 2. ADITI and its subcontractors are obliged to hold all business information confidential insofar as informa­tion is not already publicly known, excluding data that is demanded by the competent state authorities, the accreditation agency, or private standard setting organizations. 3. ADITI shall take action to respond to any risks to its impartiality, arising from the actions of other persons, bodies or organizations, of which it becomes aware. All certification body personnel or committee who could influence the certification activities shall act impartially. 4. ADITI shall disclose information required under applicable standards or schemes through its official website or public portal, as mandated. | | |
| 1. Appeals and complaints 2. Complaints, if any, can be directed to ADITI through email or via ADITI website. 3. The client may file an appeal against the certification decision within one month after receiving the deci­sion. If the client does not file a appeal within this period, the certification decision is considered legally binding effective the date of the decision. 4. The initial decision remains in effect until the appeal is concluded. The appeal outcome is final. If unsatisfied, the client may escalate the matter to ADITI’s Accreditation Body. 5. Concluding provisions 6. ADITI will incorporate into the present contract any changes required by the competent state authorities or private standard-setting organizations or by the liability insurance company. The client is to be inform­ed about any changes without delay. 7. All amendments or additions to the present contract must be made in writing. 8. This contract is governed by the laws of the Republic of India. The court of jurisdiction is that of the registered domicile of the headquarters of ADITI. | | |

Place & date:       Place & date:

Signature with Seal:       Signature with Seal:

Authorised Signatory Name (Client):       Authorised Signatory Name (ADITI):